







GEN

ALLEN COUNTY PUBLIC LIBRARY



3 1833 00076 8652

Gc 974.5 Sw2r

Swan, Bradford Fuller, 1907-  
1976.

The Rev. Thomas James, the  
Civil Compact ...

✓









Publication No. 48





The Rev. THOMAS JAMES,  
The CIVIL COMPACT,  
*and the* TOWN EVIDENCE.

by BRADFORD F. SWAN



Published by the GOVERNOR, Robert Spencer Preston, Esq.,  
and the COUNCIL of the SOCIETY OF COLONIAL WARS IN  
RHODE ISLAND AND PROVIDENCE PLANTATIONS  
at a *GENERAL COURT* held on  
December 30, 1963.

Providence: *Roger Williams Press*, 1963

**Allen County Public Library**  
**Ft. Wayne, Indiana**

The Rev. Thomas James, the Civil Compact,  
and the Town Evidence.

**I**N THE LAST CENTURY there arose a controversy of considerable heat and not much light over charges of forgery in the deed — the so-called Town Evidence — by which Canonicus and Miantonomi, chief sachems of the Narragansetts, conveyed to Roger Williams the lands for his plantation of Providence. The charges of forgery were made by Sidney S. Rider in his *Rhode Island Historical Tracts, Second Series, No. 4, "The Forgeries Connected with the Original Deed Given to Roger Williams by the Sachems"* (Providence, 1896), and were denied by George T. Paine in *A Denial of the Charges of Forgery in Connection with the Sachems' Deed to Roger Williams* (Providence, 1896), originally read as a paper before the Rhode Island Historical Society.

Sidney Rider also got into another debate, less than a decade later, which, although he did not realize it, was related to the forgery charges. In May, 1905, Stephen F. Peckham, a New York chemist who had been born in Rhode Island, read a paper before the Rhode Island Citizens' Historical Association on "Richard Scott and Roger Williams, and the Noted Civil Compact of Providence."

The Civil Compact was the covenant by which certain early settlers of Providence agreed to abide by such orders as were voted by the "masters of families" — but "only in civil things." There can be no question as to where the idea for such a compact originated: Roger Williams submitted a draft of it to Governor John Winthrop of Massachusetts, seeking his reaction to the idea, in a letter written



in the late summer or early autumn of 1636. The wordings in the letter and in the document itself are virtually identical, with one important exception: the addition of the phrase "only in civil things."

Now, although there can be little doubt that Roger Williams was responsible for the concept and wording of the main part of the Civil Compact, it is possible that some credit — and very special credit — should go to the person who added that final phrase, "only in civil things," for it has been held to be the earliest official expression of religious liberty in America.

Since Williams did not actually use the phrase in his draft in the letter to Winthrop, the field is open to claimants. It is not the purpose of the present essay to stake any claims; my personal opinion is that it might have been Williams, or it might have been an expression of popular sentiment among the townsmen. But personal opinion is no more than that, for no evidence is known to exist which might shed any light on the problem.

A claim was advanced in behalf of Richard Scott, however, as early as 1869. In February of that year one Martin B. Scott of Cleveland, O., first advanced the theory, in *Dawson's Historical Magazine*, that Richard Scott had written the Civil Compact. Martin Scott expanded on this theory in the October, 1869, issue of the same publication, and asserted that "the signature of the first signer [Richard Scott] and the handwriting in the body of the agreement bear a strong resemblance."

Apparently Stephen Peckham's address in 1905 reminded Sidney Rider of Martin B. Scott's 1869 article, for Rider proceeded, in the July 15, 1905, issue of his little periodical, *Book Notes* (vol. XXII, no. 14) to publish an article he had written entitled "Annihilation of the Claim



for Richard Scott to be the Author of the First Compact of Government for Providence." Rider thoroughly demolished the theory that Richard Scott had written the Compact, and it does not require expert knowledge to see that there is not the slightest resemblance between Scott's signature and the handwriting in the Compact.

Here, however, Rider left the problem, offering no candidate of his own as the writer of the document. It remained for Howard M. Chapin to do so about ten years later when he wrote the first volume of his *Documentary History of Rhode Island* (Providence, 1916). Chapin made one of the very few errors of his professional career by stating flatly that the Civil Compact "is in the handwriting of Roger Williams."

It is not. That fact became abundantly clear to the present writer during recent extensive work with Williams autograph material.

With both Richard Scott and Roger Williams eliminated as the one who wrote out this agreement for the town government, it seemed incumbent upon the present writer to attempt to discover who had been the scribe. The first guess proved to be the right answer: the Civil Compact is in the handwriting of the Rev. Thomas James. It does not take an expert to discern that this is a fact. A simple comparison of the handwriting in the document with a known specimen of James' hand, such as a letter he wrote to Gov. John Winthrop, now preserved in the Winthrop Papers in the Massachusetts Historical Society, is all that is needed. Compare, as examples, the words *obedience* and *prouidence* which occur in both specimens, and the word *family* in the letter with *families* in the Compact. There are numerous other points of similarity, but they scarcely need to be labored here.



The people hereby are  
 agreed to inhabit in the town of  
 Providence to promise to submit  
 in action or passive obedience to all  
 such orders or agreements as shall  
 be made by the major part of the  
 inhabitants masters of families  
 together into a town for the benefit  
 of others whom they shall admit  
 only in civil things

*A portion of the so-called "Civil Compact"*

It seemed advisable at this point to look for other examples of Thomas James' handwriting in the early records of Providence. It turned out that *all the earliest official records of the town which exist today were kept by him*. All the town records printed on pages 1 to 4 of *The Early Records of the Town of Providence*, vol. I, which were taken from The First Book of the Town of Providence Otherwise Called the Long Old Book with Parchment Cover, are in James' hand, and so is Providence Town Paper #01, an early accounting of funds received and disbursed. Chapin noted that because of this latter document James would appear to have been town treasurer during part of 1639. The evidence of the town records would make it appear that he was also town clerk during the first two years of the town's existence, although there is no record that he was ever officially known as such, nor that there was any such office at that time.



unbending to favour if I were not persuaded  
that sweet temper and disposition to be in an hour  
of bounty and goodness. who is the Impulse of a govern<sup>r</sup>  
maius amari quam metui for justice / for what  
monument of OBEDIENCE what cords what  
bonds, did ever bring me together  
moderation and love have twisted both one together  
I go to bed at it for your self and posterity to lay the  
foundation of your Government in civility and your  
redemption. The Lord be blessed for all that and  
affection under your shadow, my party desire and  
prayer & still for Gods blessing on you and  
your family for your discharge of that trust  
which is your greatest that I know that you have committed  
to any mortal man on earth. I intend to  
many corrupt or crafty gayer in your  
sole order under your Government of the Lord  
Jesus. Concerning my self I humbly begg at  
your feet two things. first it a place called SEACONKE  
be in your patent (which I cannot say) but only hear  
by report I may have liberty (if god give me a  
talking to have your favourable allowance & still  
under your gracious protection. The other is for  
that I may obtaine so much as common equity & natural  
justice requires was for that president & patterns of  
equity 29 Job 15 & 12. & 31 Job is grounded to by bond stander.  
that I never be punished in any kind before I am convicted  
or have liberty to speak for my self in a judicial way.  
I hope your one day it will be no griefe to you 1 Sam 25. 31. etc.  
The Lord Jesus preserve you blameles to that day amen.  
So prays your Humble Servant in all duty in Christ  
Thomas James.

Rev. Thomas James's letter to Gov. John Winthrop



The fact that the Rev. Thomas James served as scribe of the early town records is most important in clearing up the mysteries which have accumulated around the Town Evidence and the charges of forgery in this document.

The Town Evidence is in two different handwritings. The main body of the document is clearly in the hand of Roger Williams, and Chapin in his *Documentary History* has swept away all doubts as to what had happened to that part of the deed. He marshals the evidence to show that while it was in the custody of William Arnold the section of the deed conveying Pawtuxet was cut out of the document and the two parts of the paper rejoined. That misadventure in the document's career is not pertinent to the problem under consideration here.

What concerns us is the memorandum, as it is called, appended to the deed itself. By this memorandum Miantonomi is alleged to have confirmed the deed itself and to have granted to the settlers "up the stream of Pawtucket and Pawtuxet without limits we might have for our use of cattle." To this phrase there is added: "Witness hereof/ Roger Williams Benedict Arnold."

Back in the 17th Century William Harris gave testimony that Thomas James was the scrivener or clerk on this occasion. He testified:

"And though we do not need the last clause in our grant to the aforesaid bound, yet for the reputation of right credit of the case of the grantors' grant, grantees' witnesses, and clerk or scrivener (who was a man of learning and wisdom, one Mr. Thomas James, once pastor of the church at Charlestown) I will therefore prove the said clause a good grant. . . ."

Thereafter everyone concerned with the problem seems to have realized that the memorandum was in the hand



of Thomas James, but no one seems to have either wondered about it or attempted to explain why this was so. William R. Staples, in his *Annals of the Town of Providence* (Providence, 1843), had written that "The body of the deed is in the handwriting of Mr. Williams, the clause signed by him is in the handwriting of Thomas James." Staples erred slightly here: Roger Williams' name is not in his own handwriting, but in James'. So is Benedict Arnold's.

Both Rider and George T. Paine were aware of the fact that Staples had said the memorandum was in the hand of Thomas James, but they chose to do nothing with this bit of evidence. Instead Rider seized upon Roger Williams' testimony that "One amongst us (not I) recorded a testimony or memorandum of a courtesy added upon request by the sachem." He interpreted this statement by Williams as having some dire implications.

Benedict Arnold's testimony about his supposed signature was given in March, 1659. He testified that "the name subscribed in the paper where the Evidence of Providence is was not his handwriting. But he saith that he did subscribe his name to such a paper as that is about that time."

Chapin, considering Arnold's testimony, admits that he is perplexed by it. "If Arnold was referring to the original deed and memorandum when he denied his signature," Chapin wrote, "it would appear that he was denying that as the original, but admitting that there was an original somewhere that he had signed. Under this interpretation, the matter becomes greatly involved, for the so-called and accepted Town Evidence thereby would be shown to be not the original but a copy or replica.

"If, on the other hand, Arnold was referring to a copy of the original deed and memorandum, a copy of the so-

called Town Evidence, his testimony would then be neither obscure nor contradictory. In that case he would simply mean that the signature on the copy shown him was not his signature, but that he did sign the original.”

There is a much simpler solution than that. It is that Miantonomi's confirmation, which constituted the memorandum and took place at a later date than the deed itself, was witnessed by Williams (who never denied it) and Arnold (who admitted that he had signed such a memorandum) and written on another piece of paper, but that Thomas James, who was keeping the records at this time, recorded the memorandum where he thought it properly belonged, appended to the Town Evidence.

This explanation would fit all the known facts and sworn testimony, from whatever source. The Rev. Thomas James was an educated man, a graduate of Emmanuel College, Cambridge, with both an A.B. and an M.A. degree, but he was a minister, not a lawyer, and it probably never occurred to him when he recorded the memorandum at the bottom of the Town Evidence that it was necessary for him to take oath that it was a true copy of the original on file with the town.

The ironical aspect of this whole situation is that instead of skulduggery what has been unearthed is the simplest sort of ordinary explanation. There was no villainy afoot, no plot a-hatching. Thomas James, we now know, was the person in all of Providence at that time most likely to be called upon to record such a public document as the memorandum of Miantonomi's confirmation of the deed to Providence. The simple, unadorned fact is that it was he who kept the records for the town during its first years of existence. That he did so without the niceties which a training in law instead of for the ministry might



have taught him is equally evident. And, finally, Thomas James could hardly have been a party to any plot to bilk the Indians of their land, for in 1640 he sold his Providence holdings to William Field and departed for New Haven, and he did so almost two full decades before William Harris became the spearhead of a political party which aimed to take full advantage of the loose wording of the Indians' deed and the memorandum confirming it.

### A Biographical Note on Thomas James

The Rev. Thomas James was one of the 13 proprietors of Providence and Pawtuxet with whom Roger Williams shared his purchase of land from the Narragansett sachems. He is one of those to whom the land was conveyed in the so-called Initial Deed by which Williams shared his purchase with the heads of households or "masters of families."

He was born in 1593, the son of John James, rector of Skirbeck, Lincolnshire, and was baptized at Boston, England. He matriculated at Emmanuel College, Cambridge, as a pensioner in 1611, took his A.B. in 1615, was ordained in 1617, and got his M.A. in 1618.

In 1632 he emigrated to New England on the *William and Francis* with his second wife, Elizabeth, who was a niece of the Rev. Peter Bulkley, and his son Thomas. Another son, John, was baptized while Thomas James was serving as the first pastor of the church at Charlestown, in Massachusetts Bay. James had a difference with his Charlestown congregation in 1636.

On November 10, 1637, Roger Williams wrote to Gov. John Winthrop that "I received a letter from some in Charlestown (in special from one Benjamin Hubbard) intimating his and others desire (with my help and furtherance) to be my neighbors in some place near adjoining. Mr. James hath not declared himself to be one, but I guess he is inclining to accompany them."

He probably came to Providence shortly after the date of Williams' letter. What happened thereafter — except for the hard fact that he was keeping the town records in Providence — is largely a matter of conjecture, but it can be surmised that he was not entirely happy in the primitive settlement which was certainly having its share of controversies even at that early date. Some time before November 3, 1639, when he was granted land at New Haven, he wrote from Providence to Governor Winthrop an undated letter in which he asked if Seekonk was within Massachusetts Bay's patent and, if so, whether he might "have liberty . . . to have your favorable allowance and sit under your gracious protection." This letter, which in its way is rather revealing of James' obsequious character and fondness for the Latin phrase and for Biblical allusion, is printed in *Winthrop Papers*, IV, 89-90.

Winthrop's reply has not been preserved, but on March 20, 1639/40, James sold his Providence lands and rights to William Field for £60, payable in two installments, a year apart, at his house in New Haven. He was admitted a freeman at New Haven on June 11, 1640.

Thereafter his career took him to Virginia as a Puritan missionary for a short while — until Governor Berkeley ejected him. He was back in New Haven by 1643, but five years later he seems to have returned to England, where he became pastor of the church at Needham Market in Suffolk. He served there until 1662, when he was ousted from a pastorate once more.

There has been some confusion about his later career, for a Rev. Thomas James appears about the middle of the 17th Century as a missionary to the Long Island Indians, supported by the United Colonies in this work, and some writers have held this missionary to be the Rev. Thomas James who was earlier at Charlestown and Providence. It seems more likely, however, that this missionary to the Long Island Indians was the son who had come to Charlestown with his father.

The Rev. Thomas James with whom we are concerned figured



in the celebrated murder case in which the Indian Penowanyanquis was the victim in 1638. When word reached Providence that Penowanyanquis had been run through with a rapier by four runaway servants from Plymouth up north of William Blackstone's house, Roger Williams brought the wounded Indian into town and there Thomas James and John Greene did their best to save his life, but in vain. On the basis of this case it has been assumed that James, like some other clergymen of his time, had had some training in medicine. When three of the Indian's attackers were tried at Plymouth (the fourth had fled to Piscataqua) Roger Williams and Thomas James appeared as prosecution witnesses, to testify that the Indian's wound "was mortal, etc." The three young men were found guilty by a jury and were hanged, the first white settlers of New England to be executed for the murder of an Indian.

The Rev. Thomas James died in England in February, 1683.













HECKMAN  
BINDERY INC.



OCT 91

N. MANCHESTER,  
INDIANA 46962



